

# Exhibit G

# Murphy Spadaro & Landon

ATTORNEYS

1011 CENTRE ROAD, SUITE 210  
WILMINGTON, DELAWARE 19805

PHONE 302.472.8100

FAX 302.472.8135

302.472.8101

[jspadaro@msllaw.com](mailto:jspadaro@msllaw.com)

April 22, 2005

**BY FACSIMILE, U. S. MAIL AND E-MAIL**

Robert J. Leoni, Esq.  
Morgan Shelsby & Leoni  
131 Continental Drive, Suite 206  
Newark, DE 19713

**BY FACSIMILE, U. S. MAIL AND E-MAIL**

Curtis P. Cheyney, III, Esq.  
Swartz Campbell LLC  
1601 Market Street, 34th Floor  
Philadelphia, PA 19103

**RE: Eames v. Nationwide Mut. Ins. Co.**

**C.A. No.: 04-CV-1324KAJ**

Dear Counsel:

I enclose a proposed form of blanket Protective Order for your consideration. Mr. Cheyney may recognize it as the exact form of Protective Order to which he and Nationwide agreed in the Crowhorn class action. Indeed, the differences between the enclosed Protective Order and the one entered in Crowhorn are purely cosmetic:

- The case caption has been changed, and references to "Crowhorn" have been changed to "Eames" throughout the text.
- Paragraph 6 has been revised to account for the differences between Superior Court Civil Rule 5 and Federal Rule of Civil Procedure 5. The former refers to "court records", while the latter refers to "papers"; and so "papers" has been used throughout the paragraph. The reference to the Superior Court Civil Rules has been changed to "Rule 5 of the Federal Rules of Civil Procedure." Finally, the reference to "Prothonotary" has been changed to "Clerk of the Court."
- In paragraph 8(e), the reference to "any Special Discovery Master" has been changed to "the Magistrate Judge."
- In the "So Ordered" line, the year has been changed from 2002 to 2005.
- The signature line has been changed to read "United States District Judge."

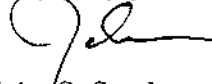
Robert J. Leoni, Esq.  
Curtis P. Cheyney, III, Esq.  
April 22, 2005  
Page 2

---

The only change of substance is the addition of a new paragraph 19 that sets forth the prescribed language from section 4 of the Court's March 28, 2005 Scheduling Order. This language is not susceptible to negotiation, because the Court requires that it be included in any Protective Order entered in the case.

Again, this form of Protective Order was entered on Nationwide's consent in the Crowhorn case, and served perfectly well to address all parties' confidentiality concerns. Please let me know whether your clients find it acceptable.

Very truly yours,



John S. Spadaro

JSS/slr  
enclos.